

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

UNITED STATES OF AMERICA)	CR No.: 3:11-1075-JFA
)	
v.)	ORDER GRANTING
)	DEFAULT JUDGMENT
ANN J. HASKINS)	
)	
_____)	

This matter is before the Court upon the Plaintiff's Motion for Default Judgment. After careful review of the pleadings, motion, return and all exhibits attached thereto, the Court finds the Defendant failed to plead or otherwise defend as required by the Federal Rules of Civil Procedure. The Plaintiff attached a certificate of indebtedness as an exhibit to the Complaint. The certificate sets forth the principal and interest due under the terms of the promissory note. The certificate also set forth the per diem interest. The court finds that through June 1, 2013, Twenty-Three Thousand Seven Hundred Ninety-Eight and 40/100 (\$23,798.40) Dollars is due and payable.

Further, counsel for the Plaintiff has submitted his affidavit of attorney's fees and costs as well as an Affidavit from a third party attesting to the reasonableness of the rate charged. The Court finds the affidavit in proper form. It is an undisputed term of the note signed by the Defendant that the Plaintiff is entitled to recover its fees and costs. The Court also finds that the amount sought is reasonable and recoverable under the parties' contract and the factors set forth in Barber v. Kimbrell's, Inc., 577 F.2d 416 (4th Cir. 1938).

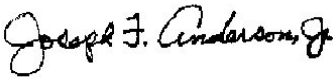
Therefore, it is ordered that the Plaintiff be granted a Judgment against the Defendant in the following amounts:

Principal and Interest	\$19,758.40
Costs	\$ 15.00
Attorney Fees	<u>\$ 4,025.00</u>
Total Judgment	\$23,798.40

Further, Pursuant to 28 USC §1961, interest on the Judgment at the legal rate shall continue to accrue until the Judgment is paid in full.

IT IS SO ORDERED.

August 16, 2013
Columbia, South Carolina


Joseph F. Anderson, Jr.
United States District Judge